

ORIGINAL

In



0000144707

Communications Inc.

May 6, 2013

Via – Overnight Delivery

Arizona Corporation Commission
Business Office
1400 W. Washington Street
Phoenix, AZ 85007

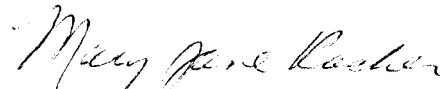
⁰²⁸⁷
RE: Performance Bond (Docket No. T-20750A-10-~~089~~, Decision No. 73676)

To Whom It May Concern;

Intrado Communications Inc. herein files the enclosed, original performance bond as ordered in the above mentioned docket. This original bond is being submitted to the Business Office, Arizona Corporation Commission at 1400 W. Washington Street, Phoenix, AZ 85007 and thirteen (13) copies of the performance bond have been submitted to Docket Control, Arizona Corporation Commission at 1200 W. Washington Street, Phoenix, AZ 85007 in compliance with the order.

If you have any questions regarding this filing, please feel free to contact me at the number shown below.

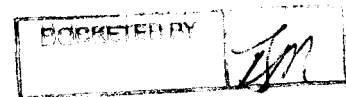
Sincerely,



Mary Jane Rasher
Director, Regulatory & Government Affairs
(720) 494-5849

Arizona Corporation Commission
DOCKETED

MAY 6 2013



2013 MAY 6 PM 2 16

RECEIVED
AZ CORP COMMISSION
DOCKET CONTROL

cc: S.Thomas



Annual Performance Bond

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS, that we, Intrado Communications, Inc., as Principal, (hereinafter called the "Principal"), and Westchester Fire Insurance Company, (hereinafter called the "Surety"), are held firmly bound unto Arizona Corporation Commission as Oblige, (hereinafter called the "Obligee"), in the maximum penal sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a certain written contract with the above mentioned Obligee described as: Telecommunications Service dated 02/08/2013, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 02/26/2013 and expiring on 02/26/2014, unless released by the Obligee prior thereto. However, the term of this bond may be renewed for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. Neither nonrenewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall constitute default under this bond.
3. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 6 below.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.

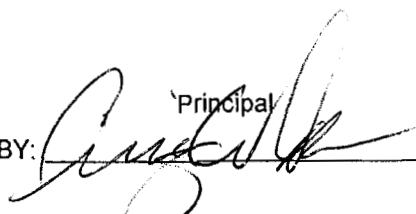
5. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to

The Surety at: 525 W. Morrow Street, Ste #700, Chicago, IL 60661

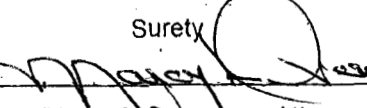
The Principal at: 1601 Dry Creek Drive, Longmont, CO 80503

The Obligee at: 1200 West Washington Street, Phoenix, AZ 85007

SIGNED, SEALED AND DATED this 26th day of February, 2013.

Principal
BY:  (SEAL)

Westchester Fire Insurance Company

Surety
BY:  (SEAL)
Marcy L Overman, Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Barbara S. Dale, Ellen M. Hansen, Jill L. Aldredge, Marcy L. Overman, Shannon Klein, all of the City of OMAHA, Nebraska, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of September 2012.

WESTCHESTER FIRE INSURANCE COMPANY

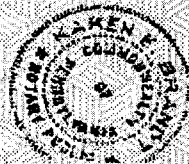



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 6 day of September, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 26th day of February 2013




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 06, 2014.